

**IN THE UNITED STATES DISTRICT COURT  
THE WESTERN DISTRICT OF TENNESSEE**

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**LORENZO CLARK,**

**Plaintiff,**

**vs.**

**Case No.: 2:22-cv-02641-JTF-atc**

**MEMPHIS ANIMAL SERVICES, and  
THE CITY OF MEMPHIS and  
UNKNOWN NAMES OF MEMPHIS  
POLICE OFFICERS TO BE NAMED IN  
THEIR INDIVIDUAL CAPACITY AS  
MEMPHIS POLICE DEPARTMENT  
OFFICERS,**

**Jury Demanded**

**Defendants.**

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**DEFENDANT CITY OF MEMPHIS' ANSWER TO COMPLAINT**

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Defendant, City of Memphis ("City")<sup>1</sup> files this Answer to Plaintiff, Lorenzo Clark's ("Plaintiff") Complaint, and states as follows:

**FIRST DEFENSE**

Each count of Plaintiff's Complaint fails to state a claim upon which relief may be granted, and the City moves that the Complaint be dismissed in its entirety.

**SECOND DEFENSE**

Memphis Animal Services is a division of the City of Memphis and is not subject to suit. The City of Memphis is the proper party, and it moves to dismiss Memphis Animal Services as a party Defendant from this Lawsuit.

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<sup>1</sup> Memphis Animal Services is a division of the City of Memphis and is not subject to suit. The City of Memphis is the proper party, and it moves to dismiss Memphis Animal Services as a party Defendant from this Lawsuit.

### **THIRD DEFENSE**

Some or all of Plaintiff's claims are barred by the applicable statute of limitations applicable to the state law claims raised in the Complaint.

### **FOURTH DEFENSE**

Plaintiff does not have standing to bring this Action. Nor is Plaintiff entitled to any damages in this matter.

### **FIFTH DEFENSE**

The sole proximate and legal cause of Plaintiff's injuries and damages, if any, was the Plaintiff's intentional or negligent actions, omissions, or failures.

### **SIXTH DEFENSE**

The City is not liable to the Plaintiff under a theory of *respondeat superior* for the alleged Constitutional violations that Plaintiff brings in his Complaint pursuant to section 1983.

### **SEVENTH DEFENSE**

Punitive damages are not recoverable against the City.

### **EIGHTH DEFENSE**

To the extent that Plaintiff has failed to comply with his duty to mitigate his alleged damages, the entitlement to which is expressly denied, such damages must be reduced.

### **NINTH DEFENSE**

In response to the numbered paragraphs of the Complaint, the City states as follows:

#### **I.**

#### **NATURE OF THE ACTION**

1. The allegations contained in Paragraph 1 of the Complaint are denied.

#### **II.**

#### **JURISDICTION AND VENUE**

2. The allegations contained in Paragraph 2 of the Complaint are admitted.

3. The allegations contained in Paragraph 3 of the Complaint are admitted.
4. The allegations contained in Paragraph 4 of the Complaint are admitted.

III.

**PARTIES**

5. The allegations contained in Paragraph 5 of the Complaint are denied.
6. The allegations contained in Paragraph 6 of the Complaint, as stated, are denied.
7. The allegations contained in Paragraph 7 of the Complaint are denied.
8. The allegations contained in Paragraph 8 of the Complaint are denied.

IV.

**FACTS IN SUPPORT OF CAUSES OF ACTION**

9. The allegations contained in Paragraph 9 of the Complaint are denied.
10. The allegations contained in Paragraph 10 of the Complaint are denied.
11. The allegations contained in Paragraph 11 of the Complaint, as stated are denied.
12. The allegations contained in Paragraph 12 of the Complaint are denied.
13. The allegations contained in Paragraph 13 of the Complaint are denied.
14. The allegations contained in Paragraph 14 of the Complaint are denied.
15. Upon information and belief, the allegations contained in Paragraph 15 of the Complaint, as stated, are denied.
16. The allegations contained in Paragraph 16 of the Complaint are denied.
17. The allegations contained in Paragraph 17 of the Complaint are denied.
18. At this time, the City does not have knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 18 of the Complaint and on that basis denies them.

19. The allegations contained in Paragraph 19 of the Complaint are denied.
20. The allegations contained in Paragraph 20 of the Complaint are denied.
21. The allegations contained in Paragraph 21 of the Complaint are denied.
22. The allegations contained in Paragraph 22 of the Complaint are denied.
23. The allegations contained in Paragraph 23 of the Complaint are denied.
24. The allegations contained in Paragraph 24 of the Complaint are denied.
25. Upon information and belief, the allegations contained in Paragraph 25 of the Complaint, as stated, are denied.
26. The allegations contained in Paragraph 26 of the Complaint are denied.
27. The allegations contained in Paragraph 27 of the Complaint are denied.
28. The allegations contained in Paragraph 28 of the Complaint, as stated, are denied.
29. At this time, the City does not have knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 29 of the Complaint and on that basis denies them.
30. Upon information and belief, the allegations contained in Paragraph 30 of the Complaint, as stated, are denied.
31. At this time, the City does not have knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 31 of the Complaint and on that basis denies them.
32. At this time, the City does not have knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 32 of the Complaint and on that basis denies them.
33. The allegations contained in Paragraph 33 of the Complaint are denied.

- 34. The allegations contained in Paragraph 34 of the Complaint are denied.
- 35. The allegations contained in Paragraph 35 of the Complaint are denied.
- 36. At this time, the City does not have knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 36 of the Complaint and on that basis denies them.
- 37. At this time, the City does not have knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 37 of the Complaint and on that basis denies them.

V.

**FEDERAL CAUSES OF ACTION**

**CAUSE OF ACTION AGAINST CITY OF MEMPHIS AND OFFICER JOHN DOE**

- 38. The allegations contained in Paragraph 38 of the Complaint, as stated, are denied.
- 39. The allegations contained in Paragraph 39 of the Complaint, as stated, are denied.
- 40. The allegations contained in Paragraph 40 of the Complaint, as stated, are denied.
- 41. The allegations contained in Paragraph 41 of the Complaint, as stated, are denied.

VI.

**CAUSE OF ACTION AGAINST MEMPHIS ANIMAL SERVICES**

- 42. The allegations contained in Paragraph 42 of the Complaint, as stated, are denied.
- 43. The allegations contained in Paragraph 43 of the Complaint are denied.
- 44. The allegations contained in Paragraph 44 of the Complaint are denied.
- 45. The allegations contained in Paragraph 45 of the Complaint are denied.
- 46. The allegations contained in Paragraph 46 of the Complaint are denied.
- 47. The allegations contained in Paragraph 47 of the Complaint are denied.

48. The allegations contained in Paragraph 48 of the Complaint, as stated, are denied.
49. The allegations contained in Paragraph 49 of the Complaint are denied.

Any allegations contained in the Complaint which have not been admitted, denied, or otherwise explained, are hereby DENIED in full.

By using the same headings and subtitles as used by Plaintiff, the City makes no admissions. Rather, such use is for ease of reading and convenience.

The City denies that Plaintiff is entitled to any of the relief sought in the Complaint.

The City hereby expressly reserves all applicable affirmative defenses and likewise reserves the right to amend this Answer and to add affirmative defenses that may now exist or might come available or become apparent during discovery.

**WHEREFORE**, having fully answered, the City prays that all relief sought by Plaintiff be DENIED and that Plaintiff's Complaint be DISMISSED WITH PREJUDICE. The City further respectfully asks that all costs be assessed to Plaintiff and that the City be awarded any and all further relief deemed appropriate by this Honorable Court, including, but not limited to, reasonable attorneys' fees and costs.

Respectfully submitted,

**GLANKLER BROWN, PLLC**

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*Attorneys for Defendant, City of Memphis*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and exact copy of the foregoing has been served upon all counsel of record via the Court's ECF filing system on this 18th day of October, 2022.

/s/ Robert D. Meyers